

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION**

PREMIERE, INC.

* **DOCKET NO.:**

VERSUS

* **JUDGE:**

TANGOE, INC.

* **MAG. JUDGE:**

COMPLAINT

NOW INTO COURT, through undersigned counsel, comes Premiere, Inc. ("Premiere"), a Louisiana corporation having a principal place of business in Iberia Parish, Louisiana, and, for its complaint, respectfully avers:

I.

Jurisdiction

This Honorable Court has jurisdiction over this matter in diversity pursuant to 28 U.S.C. § 1332. The plaintiff is a citizen of the State of Louisiana, having a principal place of business in the State of Louisiana. The defendant is a citizen of and has a principal place of business in a state other than Louisiana. The amount in controversy exceeds the jurisdictional amount.

II.

Made defendant herein is Tangoe, Inc. ("Tangoe"), a Delaware corporation, having a principal place of business in the State of Connecticut.

III.

This is a suit for rescission of the Tangoe Master Services Agreement and CommCare Premium Integrated Schedule (the "Agreement"), entered between Tangoe

and Premiere in June, 2014, and for actual damages and attorney's fees related to the formation of the Agreement.

IV.

Tangoe provides managed telecommunication services for mobile and fixed wireline devices including expense management, inventory management, audit and assurance, mobility management, and direct payment, and represents that its services offer a significant savings opportunity to customers such as Premiere.

V.

In early 2014, Nick Flores, a Tangoe director of account management, made presentations to Premiere for services that would provide substantial savings up to or exceeding a savings target of \$118,440.00 per year. This substantial savings was considered the object of a contract by Premiere or other circumstance regarded as the cause of the contract, or principal reason why Premiere entered the Agreement with Tangoe.

VI.

The initial term of the Agreement was for thirty-nine months and minimum quarterly fees to be paid by Premiere under the Agreement totaled \$33,810.00. In addition, under the Agreement, Tangoe was entitled to a contingency fee of thirty-three percent of the gross savings obtained by Tangoe resulting from its services.

VII.

Over the course of the Agreement, to date, Premiere has paid to Tangoe in excess of \$159,000.00. Tangoe, on the other hand, has provided services to Premiere resulting in actual savings of only \$4,851.60.

VIII.

Pursuant to Louisiana Code of Civil Procedure Articles 1948, *et seq.*, Premiere seeks rescission of the subject Agreement for error and fraud. Error occurred in the formation of the Agreement because the principal cause of the Agreement, substantial savings, was not the true object of the Agreement. Further, fraud occurred in the formation of the Agreement because Tangoe misrepresented the savings which could possibly be realized, resulting from its services.

IX.

As a result of Tangoe's fraud in the inducement or formation of the Agreement, Premiere has suffered damages in the form of all fees paid to Tangoe for its services which would never have been incurred but for Tangoe's misrepresentations. Premiere has also incurred attorney's fees for which it seeks recovery under Louisiana Civil Code Article 1958.

X.

Premiere, Inc. seeks judgment of this Court rescinding the Master Services Agreement and CommCare Premium Integrated Schedule with Tangoe, actual damages and attorney's fees.

XI.


Premiere requests and is entitled to trial by jury.

WHEREFORE, Premiere, Inc. respectfully prays that Tangoe, Inc. be duly served with a copy of the foregoing Complaint, cited to appear and answer same, and that after all due proceedings are had, there be judgment in favor of Premiere, Inc. and against Tangoe, Inc., rescinding the Master Services Agreement and CommCare Premium Integrated Schedule executed in June, 2014, actual damages and attorney's fees.

Premiere, Inc. further prays for trial by jury and for all general and equitable relief.

Respectfully submitted,

**Davidson, Meaux, Sonnier, McElligott
Fontenot, Gideon & Edwards**



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